

BK 5777PG015

TRANSFER
TAX
PAID

Know All Men By These Presents,

031867

That, RONALD J. HAYES and PATRICIA A. HAYES, husband and wife

in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration,

paid by Scott R. Pinnette & Tammy L. Pinnette, as JOINT TENANTS, AND
Kathleen C. Pinnette

the receipt where of we do~~(xx)~~ hereby acknowledge, do~~(xx)~~ hereby give,
unto the said Scott R. Pinnette & Tammy L. Pinnette, as JOINT TENANTS, AND
Kathleen C. Pinnette,
their heirs and assigns forever,* a certain lot or parcel of land

Legal description continued on Exhibit "A" attached hereto and made a part hereof:

* with the tenancy between Scott R. Pinnette & Tammy L. Pinnette and Kathleen C.
Pinnette being a tenancy in common, (with 50% ownership being held by Scott R.
Pinnette and Tammy L. Pinnette and 50% ownership being held by Kathleen C. Pinnette).

To Have and to Hold the aforegranted and bargained premises with all the
privileges and appurtenances thereof to the said Scott R. Pinnette & Tammy L.
Pinnette and Kathleen C. Pinnette,

their heirs and assigns, to them and their use and behoof forever.

And they do COVENANT with the said Grantee(s), their heirs and assigns,
that they are lawfully seized in fee of the premises that they are free of all
encumbrances:

that they have good right to sell and convey the same to the said Grantee(s) to hold as
aforesaid; and that they and their heirs shall and will WARRANT and DEFEND the
same to the said Grantee(s), their heirs and assigns forever, against the lawful
claims and demands of all persons.

In Witness Whereof,

XXWe, Ronald J. Hayes and Patricia A. Hayes,

have hereunto set ~~xx~~/our hand(s) and seal(s) this 31st
day of August in the year of our Lord one thousand nine hundred and
ninety-eight.

50-16
#3564

50-16

Signed, Sealed and Delivered
in presence of

Lori A. McCarthy
Witness to both

Ronald J. Hayes
Ronald J. Hayes

Patricia A. Hayes
Patricia A. Hayes

Massachusetts (Pro)
State of ~~Maine~~ }
Enstol County } ss

August 31, 1998

Personally appeared the above named

RONALD J. HAYES and PATRICIA A. HAYES, husband and wife,
and
acknowledged the above instrument to be their free act and deed.

Before me,

Lori A. McCarthy

Justice of the Peace
Notary Public

My commission expires 8/13/04

Lori A. McCarthy, Notary Public
My Commission Expires: August 13, 2004

EXHIBIT A

A certain lot or parcel of land together with the buildings and improvements thereon situated on Mayflower Hill Drive in Waterville, County of Kennebec and State of Maine and being bounded and described as follows:

BEING LOT numbered sixteen (16) on plan entitled "Mount Meridi Haighte, Waterville, Maine," dated November 15, 1942 and recorded in Kennebec Registry of Deeds, Plan Book #14, Pages 15 and 16, to which plan reference is hereby made for further description, location, and dimensions of the lot hereby conveyed.

SUBJECT, however, to the following restrictions numbered from I to IX inclusive which will be binding upon the said grantee and all persons claiming or holding under or through said grantee, for a period extending to January 1, 1975, and which, until said date shall be deemed as covenants running with the title to said land.

SECTION I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situated on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building;

SECTION II. That no house for more than one family shall be built upon said land and that no dwelling house costing less than eight thousand dollars (\$8,000) shall be built upon the lots abutting on Mayflower Hill Drive and on the First Rangeway; and that no building shall be erected or placed on any part of said land abutting on said Mayflower Hill Drive and said First Rangeway than thirty-five (35) feet;

SECTION III. That all outbuildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet;

SECTION IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon.

SECTION V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residence on adjoining lots.

SECTION VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon.

SECTION VII. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that

Insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot.

SECTION VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land, and applicable to all lots hereafter to be sold by the within grantor which abut on said Mayflower Hill Drive and said First Rangeway, and for a violation of the terms thereof, or any part of them, by the said grantee herein named, or any person holding or claiming by, under or through the aforesaid grantee, the right is expressly reserved to the grantor and its assigns, or the owner of any lot abutting on said Mayflower Hill Drive or said First Rangeway in the plot of land known as Mount Merici Heights to proceed at law or in equity to compel compliance with the terms thereof. The grantor herein does not hold himself responsible for the enforcement of the foregoing restrictions.

SECTION IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in sections II and III hereinabove set forth.

RECEIVED KENNEDY SS.

1998 NOV -4 AM 9:00

ATTEST: *Lillian B. Munn*
REGISTER OF DEEDS